

**CONTRACT
for
JANITORIAL SERVICES
FOR
STATE OFFICE BUILDING (230 E. WILLIAM)
CENTRAL PUBLIC LIBRARY (233 S. MAIN)
HEALTH DEPARTMENT CLINIC/OFFICES (1900 E. 9TH)
CAREER DEVELOPMENT OFFICE (444 E. WILLIAM)
OLD TOWN PARKING GARAGE (215 N. MOSLEY)
OUTSIDE RESTROOMS (VARIOUS LOCATIONS-WICHITA, KS)**

BLANKET PURCHASE ORDER NUMBER BP500148

THIS CONTRACT entered into this 1st day of November, 2005, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **WILSON BUILDING MAINTENANCE, INC.** (Vendor Code Number 481124288-001), whose principal office is at 624 E. First, Wichita, Kansas, 67202, and whose telephone Number (316) 264-0699, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited bids for **Janitorial Services for State Office Building (230 E. William), Central Public Library (233 S. Main), Health Department Clinic/Offices (1900 E. 9th), Career Development Office (444 E. William), Old Town Parking Garage (215 N. Mosley), Outside Restrooms (Various Locations, Wichita, Kansas)** (Formal Proposal – FP500035) [Commodity Code Number 91039]; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP500035 [Commodity Code Number 91039], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP500035, shall be considered a part of this contract and is incorporated by reference herein.

2. Compensation. **CITY** agrees to pay to **VENDOR** the following **unit price** for **Janitorial Services**, the Formal Proposal – FP500035 [Commodity Code Number 91039, for the Public Works Department, Fleet and Building Maintenance Division as

shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal, and as approved by the City Council on November 1, 2005.

<u>Item Number</u>	<u>Description</u>	<u>Unit Cost Per Week</u>
	Group 1:	
1	State Office Building , 230 E. William, Wichita, KS	\$3,037.71
2	Exterior windows, per event charge (if needed)	\$1,840.00
	Group 2:	
3	Central Public Library , 233 S. Main, Wichita, KS	\$1,932.00
	Group 3:	
4	Health Dept Clinic/Offices , 1900 E. 9th, Wichita, KS	\$919.61
	Group 4:	
5	Career Development Office , 444 E. William, Wichita, KS	\$76.15
	Group 5:	
6	Old Town Parking Garage , 215 N. Mosley, Wichita, KS	\$230.00
	Group 6:	
7	Outside Park Restrooms , various locations, Wichita, KS	\$2,967.99
	Payable in incremental installments as earned.	
	Annual Total (including 1 window event)	\$478,339.92

3. **Term.** The term of this contract shall be from **November 1, 2005 through October 31, 2006**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. After the initial first year of contractual services is completed, **VENDOR** may request an increase in the total annual cost of the contract, based on the previous year posted increase in the Consumer Price Index (CPI). This request for CPI increase may be considered by the **CITY**, however it will not be automatically granted. The applicant for this increase must meet with, and be granted, the approval of the Governing body for a portion or potentially all of the increase sought. This contract is subject to cancellation by the **CITY** at its discretion at any time within the original contract term, or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. **VENDOR** shall furnish the **CITY** within ten (10) days of contract execution with a good and sufficient Business Service Bond (Janitorial Honesty Bond) in the amount of **ten thousand dollars (\$10,000.00)** conditioned upon provision of janitorial

service without claim arising from misappropriation, theft or fraud relating to City property.

5. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—
operations, xcu (explosion, collapse and underground) hazards when
applicable, Product/Completed operations, Broad Form Property Damage,
and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
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Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
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2. Automobile Liability - Comprehensive Form including all owned, hired
and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage
Liability (Combined Single Limit) \$500,000 each accident

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability \$100,000 each accident

6. Independent Contractor. The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

7. Compliance with Laws. **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

8. No Assignment. The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

9. Non-Discrimination. **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

10. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

11. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

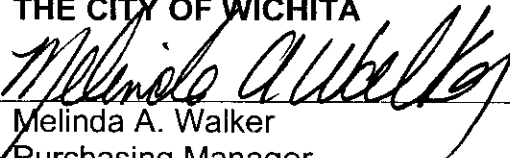
13. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

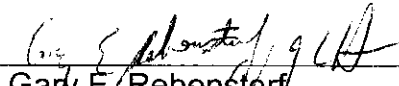
Patsy Ellis
Deputy City Clerk

THE CITY OF WICHITA



Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:



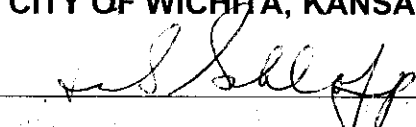
Gary E. Rebenstorf
Director of Law

WILSON BUILDING MAINTENANCE, INC.



Signature

CITY OF WICHITA, KANSAS



P. Dean Biggs



Print Signature Name



Vice President
Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall

be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

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